



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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April 08, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**NON-EXCLUSIVE LICENSE AGREEMENT WITH
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
FOR PARKING PURPOSES AT 923 EAST REDONDO AVENUE, INGLEWOOD
(SECOND DISTRICT)
(3 VOTES)**

SUBJECT

A non-exclusive license agreement between the County of Los Angeles and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide the right to park 100 passenger vehicles at 923 East Redondo Avenue, Inglewood in support of LACMTA's Crenshaw/LAX Transit Corridor Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed license agreement is categorically exempt from the provisions of the California Environmental Quality Act, pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, per Section 15301 of the State of California Environmental Act Guidelines (Existing Facilities).
2. Approve and instruct the Chairman to sign a three-year non-exclusive license agreement with the Los Angeles County Metropolitan Transportation Authority for use of 100 parking spaces located at 923 East Redondo Avenue, Inglewood. The license agreement will have two one-year renewal options, at a license fee of \$11,250 per month.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide mitigation parking in support of its Crenshaw/LAX Transit Corridor Project (Project), and pursuant to its Eminent Domain Action related to the leasehold tenants of the property located at 1119, 1123, 1133 and 1137 East Redondo Boulevard, Inglewood CA 90302 (collectively "Tenants"), so long as Tenants each have a valid parking covenant and/or valid contractual right to park that pre-exist to the date of the proposed license. LACMTA is entering into this license agreement with the intended purpose of securing replacement parking for the Tenants to allow Tenant's continued operation during the construction of the Project described in the Eminent Domain Action. LACMTA's ability to proceed with its Project will be seriously impeded if the replacement parking contemplated by the license is not forthcoming in a timely manner. As a demonstration of its continued support of LACMTA's Project, it is recommended that the Board approve the proposed license agreement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs we maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public services. In this case, the County of Los Angeles (County) is demonstrating interagency cooperation and goodwill by providing the public with quality service that is beneficial and responsive.

FISCAL IMPACT/FINANCING

The County will receive a license fee of \$11,250 per month or \$135,000 annually from LACMTA for the use of the parking spaces.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The license agreement is for the use of 100 parking spaces. The license agreement allows the County or LACMTA the ability to terminate the license agreement with six months advance notice. The subject property is under the proprietorship of the Department of Public Social Services (DPSS). DPSS has agreed to allow the use of the parking spaces by LACMTA.

County Counsel has reviewed and approved as to form all of the documentation being presented for Board approval.

ENVIRONMENTAL DOCUMENTATION

The Chief Executive Office (CEO) has concluded that this Project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not impact/affect any current services.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return two conformed copies of the Board letter and two executed copies of the license agreement to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a large, stylized flourish that resembles a heart or a large 'F' shape, and then a horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
DB:PT:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Social Services

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 20__14, **BY AND BETWEEN the COUNTY OF LOS ANGELES**, a body corporate and politic, ("Licensor" or "County,") **AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the laws of the State of California ("Licensee").

RECITALS:

A. County is the owner of certain real property located at 923 East Redondo Boulevard, Inglewood, California 90302 ("Property"), and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

B. Licensee desires to use, on a non-exclusive basis, a portion of said real property above, which is not required exclusively for County use.

C. Licensee desires to use the portion of the Subject Property to provide parking to serve as a mitigation measure as identified in Licensee's Resolution of Necessity and Complaint in Eminent Domain in *Los Angeles Metropolitan Transportation Authority v. CT, Inc.*, LASC Case No. BC526344 ("Eminent Domain Action");

D. The aforementioned parking mitigation measure in the Eminent Domain Action is related to the leasehold tenants of the Property, who are located at 1119, 1123, 1133 and 1137 East Redondo Boulevard, Inglewood, California 90302 so long as such tenant(s) have a valid parking covenant and/or valid contractual right to parking pre-existing the date of this License (individually "Tenant" and collectively "Tenants"). The Tenant at 1119 East Redondo known as Maranatha Community Church, Inc. ("Maranatha") purports to hold a pre-existing parking covenant with the City of Inglewood. Licensee is entering into this License with the intended purpose of securing replacement parking for the Tenants so as to allow Tenants' continued operation during the construction of the public project described in the Eminent Domain Action.

In consideration of the mutual promises, covenants, and conditions set forth herein, and incorporating the recitals set forth above, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee for the benefit of Licensee and Tenants, and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of 100 spaces in the parking lots at the property located at 923 Redondo Boulevard, Inglewood, CA 90302, as indicated on Exhibit "A" by a turquoise-outlined rectangle in its center, attached hereto and incorporated herein by this reference (the "Licensed Area") seven days per week, 24 hours per day. County and Licensee acknowledge that from 8 a.m. through 5 p.m. on Tuesday and Wednesday, County will use

the underground parking spaces located at the Property (which are not included in this License), and Licensee and Tenants shall be restricted to use of only the surface parking spaces within the Licensed Area.

1.02 The Licensed Area shall be used only for the purpose of vehicle parking by Licensee or Tenants as necessary to serve as a mitigation measure as required by the Eminent Domain Action.

1.03 County acknowledges that Licensee and Tenants may use the Licensed Area for the purpose of replacement parking as a mitigation measure as described in the Eminent Domain Action. Nothing in this License shall relieve Licensee of liability for the obligations under the License. Licensee shall remain primarily liable to the County for all such obligations, and the County may proceed directly against Licensee in the event of any default under this License.

1.04 Licensee and/or Tenants shall make no alterations or improvements to the Licensed Area, without the pre-approval of County.

1.05 In the event that Licensee or Tenants make any alterations or improvements in violation of Section 1.04 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.04 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.06 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.07 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area, and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.01 The initial term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date"). Licensee is entitled to up to two extension periods of one year in duration each, at Licensee's sole option. If Licensee chooses to extend the License, Licensee must notify County in writing at least three months prior to the expiration of the initial three-year term, and in the case Licensee elects to exercise its second extension option, at least three months prior to the expiration of the first extension period. Should the License be extended, all terms and conditions of this License shall remain in effect for any extension period.

2.02 The License may be terminated by either party hereto during the initial three-year term by providing at least six months written notice to the other party before the intended date of termination. Should the License be terminated, all obligations, duties, payments and rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an imminent public safety hazard.

3. PAYMENT

Licensee shall pay County for the use granted herein the sum of ELEVEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$11,250.00) per month, payable in advance. Payments shall be payable on the first day of each and every month thereafter with a 10-day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by the tenth of each month, Licensee agrees to pay 5% of the monthly license fee, as a late fee, for the duration of the term.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless Licensor from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Licensee's repair, maintenance and other acts and omissions arising from and/or relating to the Licensee's use of the Premises.

Licensee shall indemnify, defend and hold harmless Licensor from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the any Tenant's repair, maintenance and other acts and omissions arising from and/or relating to any Tenant's use of the Premises.

Licensor shall indemnify, defend and hold harmless Licensee from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Licensor's repair, maintenance and other acts and omissions arising from and/or relating to Licensor's ownership of the Premises. Nothing in this License shall be construed to waive, limit, or supersede any of County's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to Labor Code section 386.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Licensee has certified to Licensor that it is self-insured for public liability for the first \$5 Million of each liability claim, and fully self-insured for Workers Compensation claims in California. Licensee has further certified to Licensor that it complies with all reporting requirements mandated by the Department of Industrial Relations self-insurance plans. Where this License hereafter refers to "insurance", "insurance coverage", or "policy" in Sections II and III of this License, Licensor and Licensee acknowledge that such references are made in the context of and with the understanding that Licensee's self-insurance condition is referenced.

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of any Additional Insured endorsement confirming Licensor and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of Licensee. The Insured party named on the Certificate shall match the name of the Licensee identified in this License.
- Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division – Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

- Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

B. Additional Insured Status and Scope of Coverage

The Licensor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Licensor and its Agents), shall be recognized under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the premises. Licensor's status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Licensor's insurance policies shall provide, and Certificates shall specify, that Licensor shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance.

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License.

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensor. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

G. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR.

I. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such insurance for a period of not less than three (3) years following License expiration, termination or cancellation.

J. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

K. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

L. Licensor Review and Approval of Insurance Requirements

The Licensor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Licensor's determination of changes in risk exposures.

III. INSURANCE COVERAGE TYPES AND LIMITS

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensor and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

- Provide coverage for Licensor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Licensor as their interests may appear.

E. Crime Coverage: Insurance with in amounts not less than \$1,000,000 covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

6. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and/or Tenants and do not operate to confer on or vest in Licensee or Tenants any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License to any party.

7. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

8. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

9. WAIVER

9.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

9.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

10. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

11. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

12. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

13. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Velma C. Marshall
Deputy Executive Officer - Real Estate
LACMTA
One Gateway Plaza, Mail Stop 99-18-4
Los Angeles, CA 90012
Phone: 213 922-2415
Email:marshallv@metro.net

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

14. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the Property in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including any equipment that is installed by or for the exclusive benefit of Licensee or any Tenant.

All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

15. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

16. SOLICITATION OF CONSIDERATION

16.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

16.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

17. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

18. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

19. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

20. TAXATION OF LICENSED AREA

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

20.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

20.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

22. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

23. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this License to be subscribed by its Chairman and Lessee has caused this License to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

LESSEE :

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

BY: 

VELMA C. MARSHALL
Deputy Executive Officer – Real Estate

ATTEST:

SACHI A. HAMAI, Executive Officer
Board of Supervisors

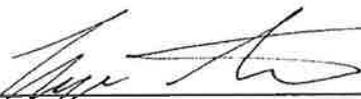
COUNTY OF LOS ANGELES

By _____
Deputy

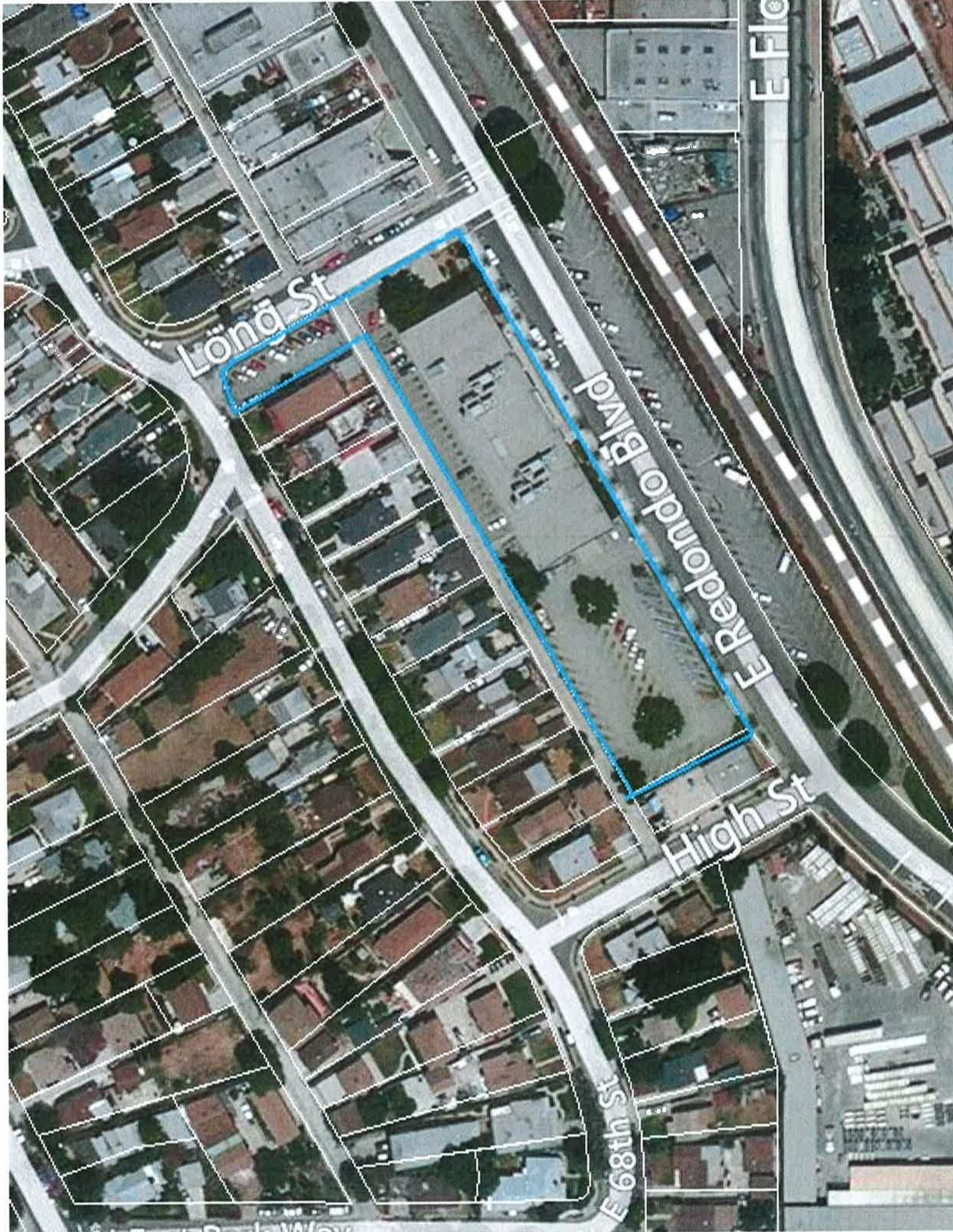
By _____
DON KNABE
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 

Deputy



Long St

E Redondo Blvd

High St

E 68th St

E 68th St

W. Fort Parkway